



NRP Standard Terms and Conditions

These Terms and Conditions of Sale apply to the sale of goods and services manufactured or supplied by Electserv Nominees Pty Ltd (ACN0594 241 90) trading as NRP Electrical Services (the "Company"). Any Order received by the Company is deemed to be an Order incorporating these Terms and Conditions and no variation or cancellation of any of these Terms and Conditions is binding on the Company unless assented to in writing by a Director of the Company.

1. Interpretation

In these Terms and Conditions:

"Buyer" means the party that agrees to acquire ownership of goods or services or receive benefit in exchange for consideration.

"Company" means NRP Electrical Services.

"Confidential Information" means know-how, trade secrets, technical processes, and information relating to products, finances, contractual arrangements with customers or suppliers, or other information which by its nature or by the circumstances of its disclosure, is or could reasonably be expected to be confidential.

"Goods" means the goods and services purchased by the Buyer from time to time.

"Intellectual Property" means: (a) all trade marks, service marks, patents, designs and copyrights, all Confidential Information, customer listings and other industrial and intellectual property exclusively subsisting in, used in or relating to the Company's business; and (b) any licence or other right to use any of them, wherever subsisting in the world.

"Order" means any commercial document or first official offer issued by a Buyer to the Company indicating types, quantities, and agreed prices for products or services.

"Person" includes any person, firm, corporation, governmental authority or state or federal government.

"PPSA" means the Personal Property Securities Act 2009 (Cth).

"PPSA Information" means any information or documents of the kind mentioned in section 275(1) of the PPSA.

2. Charges

(a) The Buyer agrees:

(i) terms of payment are strictly cash, credit or electronic funds transfer (EFT) prior to or on delivery for all goods and services unless credit terms are offered by the Company for that transaction;

- (ii) payment by credit card may incur a transaction fee of 1.5% of the transaction value;
- (iii) credit terms (if offered) are strictly net 30 days from the last day of the month of invoice and, notwithstanding any previous indulgences, are then due and payable on demand. The Customer may not withhold, set off or otherwise resist payment on any basis;
- (iv) the Company may at any time, without the need to provide a reason and without notice, increase, decrease or withdraw any credit facilities previously granted;
- (v) each amount payable by the Customer in respect of a Taxable Supply by the Company is a GST exclusive amount and the Customer must, in addition, pay the GST payable in respect of that supply at the same time; and
- (vi) the Customer irrevocably agrees to compensate the Company for any cost, expense or loss to the Company's property or any Person caused by the Buyer's use of the Goods.

3. Buyer's Warranties and Indemnities

- (a) The Buyer warrants that: (i) it is solvent and knows of no circumstances which could lead to its winding up or bankruptcy or to the exercise of any rights by any Person over the Buyer's assets; and (ii) it will immediately inform the Company if any such circumstances arise.
- (b) The Buyer indemnifies the Company from any loss, damage, expense, penalty, fine or liability arising from a breach of these warranties, the Buyer's obligations, or these Terms and Conditions.

4. Intellectual Property

- (a) The Buyer acknowledges that the Company has made a substantial investment in the Intellectual Property incorporated in the Goods and that the Goods may be the subject of copyright, design rights, patents and other rights.
- (b) The Buyer irrevocably agrees not to edit, copy, reproduce, reverse engineer or otherwise prejudice the Company's Intellectual Property rights without prior written consent.
- (c) If the Company develops any product for use by the Buyer, the associated Intellectual Property remains the property of the Company unless the parties otherwise agree in writing.
- (d) If the Company produces any products from plans, drawings or instructions provided by the Buyer, the Buyer warrants it has good title and will indemnify the Company against any breach of this warranty.

5. Retention of Title and PPSA

- (a) Title: (i) Goods supplied by the Company remain the property of the Company until the Buyer has paid all money due in full. (ii) Upon taking possession, the Buyer must store the Goods separately and so they are recognisable as the Company's property. (iii) The Buyer indemnifies the Company for all loss or damage in connection with the Company exercising its rights under this clause.
- (b) PPSA: (i) The Buyer acknowledges this agreement creates a security interest under the PPSA and consents to registration. The Buyer agrees to pay all related costs. (ii) The Buyer must not charge or grant any interest in the Goods while they remain the Company's property. (iii) Payments may be applied by the Company as it determines, including to unsecured obligations

first, then secured obligations, then purchase money security interests, in the order incurred.

(iv) If the Buyer fails to comply, the Buyer must return the Goods and authorises the Company to enter premises to take possession and to retain, sell or dispose of them. (v) To the extent permitted, the Buyer waives rights to receive certain notices and statements under the PPSA. (vi) The Buyer must ratify actions taken by the Company under this clause. (vii) Words in this clause have the meanings given in the PPSA.

(c) PPSA Confidentiality: Each party agrees to keep PPSA Information confidential except as required by law and to take all steps to maintain confidentiality, and not to authorise disclosure or request information unless explicitly agreed by the other party.

6. Product Warranty, Exclusions and Limitations

(a) Subject to clause 6(b), the Company will, in its sole discretion, repair or replace free of charge any Goods found (to the Company's reasonable satisfaction) to be defective as a result of faulty design, manufacture or workmanship, subject to: (i) the Goods being returned carriage paid within twelve (12) months from the date of sale; (ii) the Goods not having been used for any purpose other than that for which they were designed; (iii) the Buyer being solely responsible for all labour to remove or re-install Goods; and (iv) the warranty extending only to repair or replacement of the faulty Goods, with no liability for consequential or contingent loss or damage.

The Company provides a twelve (12) month warranty on all Goods supplied and workmanship performed by it, commencing on the date of sale, installation or practical completion (as applicable). Where a manufacturer provides a longer warranty period in respect of particular Goods, the benefit of that manufacturer's warranty will be passed on to the Buyer. This warranty is provided in addition to, and does not exclude, restrict or modify, any rights or remedies available under the Australian Consumer Law.

(b) Nothing in this clause 6 excludes, restricts or modifies any condition, warranty, right or liability implied or protected by law where to do so would render this clause void.

(c) Without limiting clause 6(a), if the Company breaches an implied condition or warranty (including under the Competition and Consumer Act 2010 (Cth)), the Company's liability is limited to one of the following options, at the Company's election: (i) replacement of the Goods or supply of equivalent goods; (ii) repair of the Goods; (iii) payment of the cost of replacing the Goods or of acquiring equivalent goods; or (iv) payment of the cost of having the Goods repaired.

(d) Subject to clauses 6(a)–6(c), and to the maximum extent permissible by law: (i) all conditions, warranties and terms implied by statute, general law or custom are excluded; (ii) the Company excludes all liability (in tort, including negligence, contract, bailment or otherwise) for loss of, damage to or deterioration of the Goods, or for breach of these Terms; (iii) the Buyer releases and indemnifies the Company against all loss, damage, cost and expense from any claim by any Person for property damage, personal injury or death arising out of acts or omissions of the Company or the Goods, or for breach of these Terms.

(e) The exclusions, releases and indemnities in clause 6(d) extend to loss of profits, business or anticipated savings or any other direct, indirect or consequential damage, and to economic loss, even if foreseeable.

(f) These Terms apply in all circumstances, including fundamental breach or breach of a fundamental term.

(g) The Company acts as agent and trustee for its servants, agents and subcontractors who are entitled to the benefit of these Terms to the same extent as the Company.

(h) Even if the Company breaches these Terms, all rights, immunities and limitations of liability continue to have full force and effect.

7. Cancellation of Order

(a) The Buyer may terminate any Order upon written notice, except in respect of products procured or supplied, or services already performed.

(b) Unless otherwise specified, the Buyer's liability on termination is limited to: (i) 5% of the full purchase price of the Order value; (ii) the full cost incurred by the Company in procuring, engineering, manufacturing or installing products associated with the Order prior to cancellation; and (iii) where suppliers accept the return of undelivered procured products, any supplier inventory and restocking costs.

8. Hold of Order

(a) The Buyer may place any Order on hold upon written notice, except in respect of products supplied or services already performed. The hold period may not exceed forty-five (45) days or such longer period as mutually agreed.

(b) Unless otherwise specified, the Buyer's liability for suspended Orders is limited to the full cost incurred by the Company prior to the suspension.

(c) The Buyer must provide written notice to reinstate the Order before the end of the hold period; otherwise the Order will be deemed terminated and clause 7 applies.

(d) Upon reinstatement, the Order is subject to schedules and any supply, production or services rate increases incurred during the hold period.

9. Miscellaneous

(a) Governing law: These Terms are governed by the laws of Western Australia and the parties submit to the exclusive jurisdiction of its courts.

(b) Severability: If any provision is illegal, invalid, void or voidable, that provision is severable and the validity of the remainder is not affected.

(c) Variations: The Company is not bound by any waiver, discharge or release, or any variation of these Terms, unless in writing and signed by a Director of the Company.

(d) No waiver: A waiver of a breach does not operate as a waiver of another breach or as a continuing waiver.

(e) Credit terms: These Terms are to be read with the terms applicable to any credit application made by the Buyer.

(f) Entire agreement: These Terms constitute the entire agreement and supersede all prior arrangements, and override any conditions to the contrary in the Buyer's documents, except as provided in clause 9(e).

10. Documentation Provided & Excluded Obligations

(a) Documentation Provided: The Company will provide to the Buyer only the documentation that is (i) supplied by the relevant manufacturer; or (ii) ordinarily and customarily provided by the Company in the normal course of supplying goods of the same type.

(b) Exclusion of Additional Documentation Obligations: Except to the extent expressly agreed in writing and signed by a Director of the Company prior to acceptance of the Order, the Company is under no obligation to: (i) complete, fill in, review, endorse or sign any Buyer-authored or third-party documentation, forms, declarations, checklists or compliance statements; (ii) prepare any additional technical, regulatory, procedural, or product-specific documents not supplied by the manufacturer; or (iii) provide customised, tailored or customer-specific reports, attestations or certifications relating to the Goods.

(c) No Implied Obligations: No obligation to provide additional documentation will arise by implication, course of dealing, trade practice, or any request made after formation of the Contract. The Company's obligations are limited to those expressly stated in these Terms or otherwise expressly agreed in writing.

(d) Reasonableness: The parties agree that limiting documentation obligations as set out in this clause is fair and reasonable having regard to the nature of the supply and industry practice.

11. Amendment to Terms

NRP Electrical Services may amend these Terms from time to time without reference to the Customer and such Terms, as amended, will apply from such date. The current Terms are available on the NRP Electrical Services website at www.nrp.com.au. The Customer agrees that any Orders placed with the Company are subject to the Terms displayed on the website as at the date the Order is accepted by the Company.